

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA Plaintiff v. BRUNO TEIXEIRA Defendant.	Civil Action No.: 09-4634
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PLAINTIFF'S STATEMENT OF UNDISPUTED MATERIAL FACTS

1. On or about October 8, 1994, Defendant executed promissory notes to secure loans in the amounts of \$8,500.00 and \$10,000.00, from the U.S Department of Education. (See Exhibit "A", Promissory Notes).

2. The two promissory notes executed by Defendant, included the following representation:

"I understand that this is a Promissory Note, I will not sign this Promissory Note before reading it...My signature certifies that I have read, understood and agreed to the terms and conditions of this Promissory Note."

Under the Terms & Conditions, Defendant promised to pay Plaintiff "all sums disbursed under the Promissory Notes plus interest and other fees which could become due." (See Exhibit "A").

3. The loan funds for \$8,500.00 were disbursed on September 8, 1994 and December 29, 1994 and the loan funds for \$10,000.00 were disbursed on November 9, 1994 and December 29, 1994, at a variable rate of interest to be established annually. (See Exhibit "B", Plaintiff's

Certificate of Indebtedness).

4. The loans were made by the Department of Education ("the Department") under the William D. Ford Federal Direct Loan Program under Title IV, Part D of the Higher Education Act of 1965 ("the Act"), as amended, 20 U.S.C. § 1087a et seq. (34 C.F.R. Part 685). (See Exhibit "B").
5. On October 9, 1997 Defendant defaulted on said loan payments. (See Exhibit "B").
6. On or about September 9, 2009 a Complaint was filed against Defendant in United States Federal Court, District of New Jersey. (See Exhibit "C", Complaint).
7. On or about October 13, 2009, Defendant filed an Answer alleging that he has applied for "the new Income Based Repayment Plan in August 2009 with the U.S. Department of Education and has not received a response." (See Exhibit "D", Answer).
8. On or about December 29, 2009 this Court issued a Scheduling Order setting forth all of the relevant dates and timelines for this proceeding. (See Exhibit "E", Scheduling Order).
9. On or about January 13, 2010 Plaintiff propounded upon Defendant Interrogatories and Notice to Produce Documents. (See Exhibit "F", Plaintiff's Interrogatories & Notice to Produce Documents).
10. On or about February 4, 2010 Defendant submitted Answers to Interrogatories. Defendant admitted that he borrowed the amounts of \$8,500.00 on September 8, 1994 and December 29, 1994 and \$10,000.00 on November 9, 1994 and December 29, 1994. (See Exhibit "G", Answer to Interrogatory No. 2 & 3).
11. Defendant stated that he made payments on said loans but "can't remember the dates, because it was over ten (10) years ago." (See Exhibit "G", Id. At No. 17.)
13. Defendant stated that to support allegations in his Answer he will rely on the fact that he "applied to the Income Based Payment Plan in August 2009" and that "Plaintiff's payment

options are based on [his] low income...no payments would be due and the loans would be cancelled..." (See Exhibit "G", *Id.* at No. 18 & 19).

14. To date, Defendant owes to Plaintiff \$19,490.33 in principal and \$15,452.70 in interest for a total balance of \$34,943.03, with a current interest rate of 3.28%.

Dated: May 14, 2010

Respectfully submitted,

Frank J. Martone/s/

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